

# General Purchase Conditions

## 1. General

- 1.1 Uster Technologies AG's entire purchases shall be subject to these General Purchase Conditions (GPC) as well as the General Quality Agreement (GQA). Accepting an order means the supplier also accepts the GPC and GQA.
- 1.2 Any differing or additional terms and conditions, in particular the general delivery terms of suppliers, shall only apply if agreed explicitly and in writing.

## 2. Orders

- 2.1 Only orders placed by Uster Technologies AG in writing shall be valid. Orders, amendments, alterations or differing conditions made orally or by telephone shall only be valid if confirmed by Uster Technologies AG in writing.
- 2.2 If Uster Technologies AG does not within 14 days receive a written refusal of the order from the supplier, the order shall be deemed to have been accepted by the supplier.

## 3. Assignment to Third Parties

- 3.1 The supplier shall not be allowed to assign any order of Uster Technologies AG entirely or partially to a third party without Uster Technologies AG's explicit approval. In the event of approved assignment of orders to third parties, the supplier shall, however, be responsible for compliance with any quality and conformity requirements of the delivered products as well as with regard to any other duties vis-à-vis Uster Technologies AG as if the supplier had manufactured and delivered the products itself.

## 4. Prices

- 4.1 The prices given are fixed prices.

## 5. Delivery Time

- 5.1 The products shall arrive at Uster Technologies AG at the agreed delivery date.
- 5.2 If the supplier must assume that it will not be possible to deliver the products, entirely or partially, in time, the supplier shall immediately notify Uster Technologies AG accordingly, stating the reasons and the assumed duration of the delay.
- 5.3 Partial and advance deliveries shall only be permitted with the explicit approval of Uster Technologies AG and shall be designated as such.

## 6. Quantity Tolerance

- 6.1 Excess or short delivery shall only be permitted with the prior explicit approval of Uster Technologies AG.

## 7. Transport, Risk Bearing, Insurance and Packing

- 7.1 The conditions set out in the order shall apply to the transport.
- 7.2 Unless otherwise agreed, the risk shall be deemed transferred upon arrival at the destination (usually at Uster Technologies AG).
- 7.3 Transport insurance is left to the discretion of the supplier.
- 7.4 The supplier shall be responsible for appropriate packing.

## 8. Warranty and Liability

- 8.1 The supplier warrants that the delivered products have no defects affecting their value or efficiency, that they have the guaranteed characteristics and correspond to the prescribed performance and specifications. The delivered products shall comply with the relevant laws, rules for accident prevention, regulations etc., such as the regulations of SEV, SVDB, SUVA applicable at the destination.
- 8.2 The supplier warrants with regard to the delivered products that any defects will immediately be remedied free of charge or that Uster Technologies AG will be supplied with replacements without defects. In urgent cases or in the event of tardiness of the supplier, Uster Technologies AG shall be entitled to have the defects remedied itself for the account of the supplier or to replace the goods. If it is not possible or reasonable to remedy the defects, the supplier of Uster Technologies AG shall compensate Uster Technologies AG for the entire damages resulting from the defects. In addition, the supplier is liable for all consequential damages. This liability shall also directly apply with regard to damages incurred by third parties. The supplier shall only be exempt from liability for consequential damages if the supplier can prove that it did not cause the defects. Defects caused by sub-suppliers or auxiliary persons are also deemed to be caused by the supplier.
- 8.3 Unless otherwise agreed, the supplier's warranty shall also apply to parts and products manufactured by sub-suppliers.

- 8.4 The warranty period shall be 24 months, unless otherwise agreed, and shall begin upon arrival of the goods at Uster Technologies AG.

- 8.5 The same warranty as applies to the delivered products shall also apply to replacements and remedies. The warranty period for replacements or completed repair work and replaced parts shall begin upon delivery of the replacements or completion of repair work, respectively.

## 9. Invoice and Payment

- 9.1 Invoices shall be sent to Uster Technologies AG in duplicate, including certificates of origin, in accordance with the relevant regulations.
- 9.2 Unless otherwise agreed, payment shall be made within 60 days from receipt of the invoice, at the earliest, however, 60 days from receipt or acceptance of the products. Invoices may be set-off with claims the supplier has against Uster Technologies AG.
- 9.3 Assignment of claims shall not be permitted unless explicitly approved by Uster Technologies AG.

## 10. Inspection of Delivery, Notice of Defects

- 10.1 Unless otherwise agreed, Uster Technologies AG shall within reasonable time examine the delivered products and notify the supplier of any defects. Uster Technologies AG does not accept absolute time limits for giving notice of defects.
- 10.2 Any payments made do not constitute a waiver of notice of defects.

## 11. Provision of Material

- 11.1 If provision of material is included in an order, the supplier shall in time request the required quantity.
- 11.2 The material provided may only be used for the execution of the respective order.
- 11.3 The material provided shall be delivered free of charge.

## 12. Tools and Models

- 12.1 Tools and models paid entirely or partially by Uster Technologies AG or made available by Uster Technologies AG to the supplier must not be used for the execution of third-party orders.
- 12.2 They shall be stored and maintained appropriately and shall be insured by the supplier, unless otherwise agreed.
- 12.3 Tools, data media etc. may only be liquidated with the written consent of Uster Technologies AG.

## 13. Technical Documentation and Secrecy

- 13.1 All specifications, drawings etc. provided by Uster Technologies AG to the supplier for the manufacture of the products shall not be used, copied or made available to third parties for any other purpose. Any copyrights shall be the property of Uster Technologies AG. Upon request, any documentation, including all paragraphs or copies shall be handed over to Uster Technologies AG. If the agreement is not concluded, the supplier shall without request return the documentation to Uster Technologies AG.
- 13.2 The supplier shall consider the order and all related work or deliveries to be business secrets and shall thus treat them confidentially. Even statements not naming Uster Technologies AG shall not be permitted to be made.

## 14. Patent Infringement

- 14.1 The supplier shall be liable to ensure that the delivered or offered products do not infringe any patent rights or other industrial/intellectual property rights of third parties.

## 15. Applicable Law and Jurisdiction

- 15.1 Substantive Swiss law with the exclusion of the UN Convention on Contracts for the International Sale of Goods shall be applicable.
- 15.2 The place of jurisdiction shall be Zurich, Switzerland.

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**Edition: September-2008**